

REQUEST FOR PROPOSALS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: DECEMBER 15, 2011

Request for Proposals Title: **PSAP Consolidated Assessment of the King County E-911 System**

Requesting Dept./Div. **King County Department of Executive Services – OEM/E911 Program Office**

RFP Number: **1909-11CMB**

Due Date: **February 2, 2012, No later than - 2:00 p.m.**

Buyer: **Cathy M. Betts, cathy.betts@kingcounty.gov, 206-263-9291**

Alternate Buyer: **Roy L. Dodman, roy.dodman@kingcounty.gov, 206-263-9292**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Monday, January 9, 2012, in conference room 121 on the 1st Floor of the Chinook Building, 401 Fifth Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative/Title (Print name and title)

Email

Phone

Fax

Prime Submitter SCS Certification number (if applicable – see Section II, Part 0 of this RFP)

Sub-Consultant SCS Certification number (if applicable)

Office Use Only: NUM 6 CD-ROM 2 CON _____ FED _____ TERM/YT Y/3-1

Upon request, this Request for Proposals will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

Sealed proposal submittals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3rd Floor, Seattle, Washington, 98104 no later than 2:00 p.m. on the date noted above regarding the *PSAP Consolidation Assessment of the King County E-911 System* for the *King County Department of Executive Services – Office of Emergency Management – E-911 Program Office*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Submitter to sign and return *this entire Request for Proposal (RFP) document*. The Submitter shall provide *one unbound original* and *six (6) copies* of the proposal response, data or attachments offered, for *seven (7) items* total. The original in both cases shall be *noted or stamped "Original"*. In addition, provide *two (2) CD-ROM*, with either *one (1) pdf version* of the submittal, *one (1) Microsoft Word version* of the submittal (2000-2005 edition), or both.

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Monday, January 9, 2012, in conference room 121, 1st Floor of The Chinook Building, 401 Fifth Avenue, Seattle, WA 98104. See link for driving instructions.

<http://www.kingcounty.gov/procurement>, go to Contact Us menu and access Find Us web page.

Questions: Proposers will be required to submit any questions in writing prior to the close of business Tuesday, January 17, 2012 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy M. Betts, Buyer cathy.betts@kingcounty.gov / *Secondary* – Roy L. Dodman, Team Lead, roy.dodman@kingcounty.gov. Questions may also be sent via email to the address above.

SECTION I - General Information

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposal and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a submittal. Those materials will be available for review at King County Procurement.
- C. No other distribution of submittals will be made by the Submitters prior to any public disclosure regarding the RFP, the submittal or any subsequent awards without written approval by King County. For this RFP all submittals received by King County shall remain valid for ninety (90) days from the date of submittal. All submittals received in response to this RFP will be retained.
- D. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.

- E. King County reserves the right to reject any or all submittals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose submittal would be most advantageous to King County in the opinion of the King County Department of Executive Services all factors considered. King County reserves the right to reject any or all submittals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Submitter who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Submitter; negotiations may be instituted with the second choice and subsequent Submitter until the project is canceled or an acceptable contract is executed.
- J. As applicable, King County bids and RFPs shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.

Should another public agency utilize this RFP and resulting contract, it may be subject to an Administrative Fee (Fee). The Fee (Fee) of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance to contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.

- K. The contents of the submittal of the selected Submitter shall become contractual obligations if a contract ensues. Failure of the Submitter to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any submittal after the time and date specified on the Request for Proposals. There shall be no exceptions to this requirement.

- O. King County agencies' staffs are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts, Buyer
206-263-9291

and

Roy L. Dodman, Team Lead
206-263-9293

cathy.betts@kingcounty.gov

roy.dodman@kingcounty.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either submittals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Submittal, and Requests for Proposals as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting submittals, and any final award determination made.

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the "Solicitation" web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1909-11 to access documents specifically for this solicitation and follow the resulting link to navigate to the "Solicitation Details" web page.

- R. Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this submittal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Submittals submitted under this RFP shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your submittal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the Submittal deemed subject to disclosure. By submitting a Submittal, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of submittals. Any pre-packaged material received by a potential Submitter prior to the receipt of submittals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of Section II.

SECTION II - Project Specifications and Scope of Work

PART A – Introduction

The King County Enhanced 911 (E-911) Program Office, in conjunction with the Public Safety Answering Point (PSAP) Consolidation Steering Committee, is seeking experienced, qualified firms to provide a high quality professional PSAP consolidation assessment of the King County E-911 system. There is a desire to provide the most efficient and effective emergency communications services possible in order to improve the level of emergency service provided to the public. The existing E-911 system has inherent transfers of 911 calls due to the number of PSAPs and the services they provide, and there is a desire to examine whether reducing the need for transfers will expedite the delivery of emergency services. In addition, it is anticipated that the PSAP equipment and operational upgrades necessary for Next Generation 911 (NG911) service will be costly, and that reducing the number of PSAPs will reduce these costs. Taking these factors into consideration, it is requested that the assessment include a recommendation of the optimum PSAP configuration in King County.

PART B – Background

King County is the largest county in Washington State with a population of 1.9 million people, which is 29% of the State's population, and also makes it the 14th most populous county in the nation. A countywide E-911 system was implemented in 1985. Of the 1.8 million 911 calls answered by the PSAPs in 2010, 66% of the calls were made from wireless phones, 33% were made from wireline phones, and .9% were VoIP calls. While the overall number of 911 calls remains fairly constant each year, the percentage of calls that come from wireless and VoIP phones has been steadily increasing.

The E-911 system is administered by the E-911 Program Office, which is a section in the Office of Emergency Management within the Department of Executive Services in the King County government. The E-911 Program is funded by county 911 excise taxes of 70¢ per month on wireline, wireless, and VoIP lines. The Program Office coordinates and funds the E-911 network, database, and E-911 equipment at the PSAPs. A portion of the network and database costs are funded as statewide services by the state 911 excise taxes of 25¢ per month per line. The PSAPs are responsible for funding other equipment in the PSAPs, such as Computer Aided Dispatch (CAD) systems and logging recorders, and operational costs. Approximately 25% of 911 call receiver salaries and a portion of the equipment are reimbursed by the E-911 Program through PSAP Revenue Distribution.

The E-911 Program Office and the PSAPs have cooperatively worked together to advance the E-911 system to respond to the changes in communications technology used by the public. The implementation of wireless Phase II service was completed in 2003. Several projects have been completed to upgrade the E-911 system to NG911 technology. The Automatic Location Identification (ALI) Database, PSAP Mapping System, backroom E-911 equipment at the PSAPs, and the ALI displays at the PSAP call answering positions have already been upgraded for NG911. The transition to a statewide NG911 network was completed in 2011. Efforts will continue to ensure that King County's system will be capable of receiving 911 calls and data once NG911 service is commercially available.

King County's E-911 system was implemented with 27 PSAPs. Over the years, many PSAPs have consolidated into larger PSAPs as the costs of operating 24 hours per day became unmanageable. Today, there are 12 remaining PSAPs within the E-911 system:

PSAP	2010 911 Calls	Services Provided: Agencies Served	Primary Wireline	Primary Wireless	Primary VoIP
Bothell Police Dept.	16,378	Police: Bothell PD, Lake Forest Park PD	X		X
Enumclaw Police Dept.	4,289	Police, Fire, EMS: Enumclaw PD, Enumclaw FD	X		X
Issaquah Police Dept.	9,446	Police: Issaquah PD, Snoqualmie PD	X		X
King County Sheriff	348,966	Police: King County Sheriff's Office – Includes cities of Burien, Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sammamish, SeaTac, Shoreline, Woodinville, and King County Airport	X	X	X
NORCOM	147,275	Police, Fire, EMS: Bellevue PD, Clyde Hill PD, Kirkland PD, Medina PD, Mercer Island PD, Bellevue FD, Bothell FD, Duvall FD, Eastside Fire & Rescue, Kirkland FD, Mercer Island FD, Redmond FD, Snoqualmie FD, KCFD #04, #16, #27, #36, #50, #51	X	X	X
Port of Sea. Police Dept.	9,325	Police, Fire, EMS: Port of Seattle PD, Port of Seattle FD	X		X
Redmond Police Dept.	23,752	Police: Carnation PD, Duvall PD, Redmond PD	X		X
Seattle Fire Dept.	83,254	Fire, EMS: Seattle FD			
Seattle Police Dept.	507,008	Police: Seattle PD	X	X	X
U. of WA Police Dept.	3,668	Police: U. of WA PD	X		X
Valley Com. Ctr.	441,704	Police, Fire, EMS: Algona PD, Auburn PD, Black Diamond PD, Federal Way PD, Kent PD, Pacific PD, Renton PD, Tukwila PD, Auburn FD, Kent FD, Pacific FD, Renton FD, SeaTac FD, Tukwila FD, KCFD #02, #11, #13, #17, #20, #25, #26, #39, #40, #43, #44, #46, #47	X	X	X
WA State Patrol	244,297	Police: WA State Patrol		X	

In 2010, the six largest PSAPs answered 96.4% of the 911 calls, and the six smallest PSAPs answered 3.6% of the calls. However, supporting the six smallest PSAPs takes 13% of the 911 revenue. In addition, when looking only at E-911 costs and not including PSAP supported costs, the PSAP average cost per 911 call for the six largest PSAPs is \$18.45 per call. The average cost per 911 for the six smallest PSAPs is \$78.10 per call.

911 calls in King County are first routed to the PSAP that handles police services for the call. Calls that are answered by PSAPs that only provide police services must be transferred to another PSAP for fire and EMS services. In 2010, 26% of wireline 911 calls had to be transferred for fire/EMS services. Wireless 911 calls are routed based on the cell sector that processed the call to the five largest PSAPs. 95% of the calls are handled by the PSAP that answers them, and only 5% of the calls must be transferred to the other PSAPs.

PART C – Scope of Work

The PSAP Consolidation Assessment must include all of the following components.

1. On-site initial meeting with PSAP Consolidation Steering Committee.
2. Evaluation and Documentation of Current PSAP Configuration.
 - a. Initial on-site visit and interviews with E-911 Program Office to obtain PSAP data at the following location:

King County E-911 Program Office
7300 Perimeter Rd. S., Rm. 128
Seattle, WA 98108

- b. On-site PSAP visit and interviews with each of the 12 PSAPs at the following locations:

- Bothell Police Department
18410 101st Ave. NE
Bothell, WA 98011
PSAP Director: Director Micki Singer
- Enumclaw Police Department
1705 Wells
Enumclaw, WA 98022
PSAP Director: Commander Bob Huebler
- Issaquah Police Department
130 E. Sunset Way
Issaquah, WA 98027
PSAP Director: Commander Stan Conrad
- King County Sheriff's Office
3511 N.E. 2nd St.
Renton, WA 98056
PSAP Director: Captain DJ Nesel
- NORCOM
450 110th Ave. N.E.
Bellevue, WA 98004
PSAP Director: Interim Executive Director Pam Bissonnette
- Port of Seattle Police Department
SeaTac Airport
17801 Pacific Hwy. South
SeaTac, WA 98168
PSAP Director: Communications Manager Kathy McCaughan

- Redmond Police Department
8701 160th Ave. N.E.
Redmond, WA 98052
PSAP Director: Commander Kristi Wilson
- Seattle Fire Department
105 5th Ave. South
Seattle, WA 98104
PSAP Director: Deputy Chief James Fosse
- Seattle Police Department
810 Virginia Street
Seattle, WA 98101
PSAP Director: Captain Sean O'Donnell
- University of Washington Police Department
1117 N.E. Boat Street
Seattle, WA 98105
PSAP Director: Technical Services Manager Susan Carr
- Valley Communications Center
27519 108th Ave. S.E.
Kent, WA 98030
PSAP Director: Director Lora Ueland
- Washington State Patrol
2803 156th Ave. S.E.
Bellevue, WA 98007
PSAP Director: Station Manager Jo Baumgartner

c. Evaluation and Documentation of each PSAP must include the following components.

- i. Current organizational structure and governance.
- ii. Operational staffing levels and scheduling.
- iii. Compensation.
- iv. 911, ten-digit emergency and non-emergency, and administrative call volumes.
- v. Call processing statistics, including 911 call transfers.
- vi. Service levels.
- vii. Training and quality assurance practices.
- viii. Budget overview and funding sources, including projected changes.
- ix. Funding model.
- x. Technology in use.
- xi. Technical support staffing levels.
- xii. Facilities.
- xiii. Non-call handling and dispatch tasks performed by employees.
- xiv. Interaction with other emergency response entities.
- xv. Back-up PSAP.
- xvi. Readiness for a major event.
- xvii. Issues unique to this PSAP.
- xviii. Assessment of politics.
- xix. This PSAP's perspective on consolidation.

- d. Interviews with each PSAP's stakeholders to obtain their perspectives, including service providers, labor representatives, and volunteer associations.
 - e. At the completion of this Section 2, subsections a – d, vendor will review the results of the evaluation and documentation of the current PSAPs with the PSAP Consolidation Steering Committee. The Committee will determine whether the results have an impact on the remaining Scope of Work, and the Scope of Work will be adjusted accordingly.
3. Recommendation of the Optimum Consolidated PSAP Configuration in King County.
- a. The following factors are to be taken into consideration when developing the recommendation.
 - i. PSAPs must be located within King County.
 - ii. Minimum of two (2) consolidated PSAPs that provide back-up for each other.
 - iii. PSAP locations should be accessible in a disaster situation.
 - b. Identify different options for PSAP configurations and consolidations. For each option:
 - i. Identify efficiencies to be gained or negative impacts to the provision of emergency communications services, including the impact on the number of 911 call transfers between PSAPs.
 - ii. Identify other impacts, either positive or negative, to the provision of emergency communications services compared to existing services provided by the current 12 PSAPs.
 - iii. Identify improvements to be gained in the ability of the PSAPs to respond to major events and disasters.
 - iv. Identify areas where the option is currently being used successfully.
 - c. From the options identified in subsection b above, recommend the optimum consolidated PSAP configuration for King County.
 - i. Assume the implementation of the optimum consolidated PSAP configuration would be a long-term, several-year project. Recommend a transition plan of interim PSAP consolidations that would progress towards the optimum PSAP configuration, including a timeline.
4. Political Assessment.
- a. Provide an accurate measurement of the current political environment.
 - i. On-site visits with the governing bodies of each PSAP. Obtain their viewpoint on:
 - 1. The most efficient way to manage emergency communications in King County, including the range of options to be considered and future views.
 - 2. Identify other projects and the priority of this project compared to the other projects.
 - ii. Interview stakeholders to obtain their viewpoint on questions 1. and 2. in i. above. The following stakeholders shall be included:
 - 1. King County Police Chiefs' Association.
 - 2. King County Fire Chiefs' Association.
 - 3. King County Emergency Medical Services/Medic One and Seattle Medic One.
 - 4. King County Executive's Office.

5. Governance Assessment.

- a. Identify governance options for the recommended optimum consolidated PSAP configuration.
- b. Assess existing governance structures currently used at King County PSAPs to determine whether they would be applicable to the recommended consolidated PSAPs.
- c. Recommend a governance structure that is best at giving all public safety agencies involved in the consolidated PSAPs a fair and equitable voice.

6. Facility Assessment.

- a. Identify facility options for the recommended optimum consolidated PSAP configuration, to meet current operational needs as well as future needs based on local growth predictions.
- b. Assess whether any existing PSAP facilities could be renovated to house the recommended consolidated PSAPs, or whether new construction is recommended.
 - i. If new construction is recommended, include recommendations on essential criteria for suitable locations within King County, including recommended distance between PSAPs. PSAP locations should be accessible in a disaster situation.
- c. Provide cost estimates for the recommended facility options. If new construction is recommended, project facility construction costs, to include capital costs associated with new facilities. This cost estimate is for preliminary planning purposes only. It is understood that an in-depth cost analysis including architecture and engineering is outside the scope of this assessment.

7. Technological Assessment.

- a. Examine and identify any technological roadblocks to consolidation.
- b. Recommend types of technology to be implemented in the recommended optimum consolidated PSAP configuration.
- c. The assessment shall include at a minimum the following components.
 - i. NG911 equipment, backroom and call answering positions.
 - ii. Logging recorders.
 - iii. CAD system.
 - iv. RMS.
 - v. Radio systems.
 - vi. Alerting systems.
 - vii. PSAP back-up systems.
 - viii. Interfaces.
 - ix. Network connectivity between recommended consolidated PSAPs.
- d. Recommend technical support staffing levels needed to support the technology.

8. Projected Call Volume/Workload/Staffing Levels.

- a. Project the call volumes and associated workload for the recommended optimum consolidated PSAP configuration for the purpose of establishing initial staffing levels. Take the following factors into consideration.
 - i. Answering and processing incoming 911 calls.
 - ii. Answering and processing incoming ten-digit emergency and non-emergency calls.
 - iii. Processing incoming and outgoing administrative calls.

- iv. Pre-arrival instructions.
 - v. Dispatching and monitoring of events and units.
- b. Using specified industry standards, estimate the number and type of staff that will be required to handle the workload at the recommended consolidated PSAPs.
 - c. Project the call volumes and associated workload and staffing levels for ten (10) and twenty (20)-year post-consolidation. Identify methodologies used for projections.
 - i. Projections shall consider population trends and other known factors that affect 911 call volumes.
 - ii. Projections shall include the percentage of total calls that are 911 calls vs. other calls.
9. Non-Call Handling/Dispatch Tasks.
- a. Identify any non-call handling/dispatch tasks that are currently performed by the PSAPs that need to be assessed to determine whether they should be performed by the recommended optimum consolidated PSAPs. The following tasks at a minimum should be considered.
 - i. Walk-in complaints.
 - ii. Police reports taken over the phone.
 - iii. Holding cell monitoring.
 - iv. Jail duties.
 - v. Releasing impounded animals or vehicles.
 - vi. Management of key holder or contact files.
 - vii. Entering records, tickets, permits, or local government licenses.
 - viii. Functioning as a switchboard or receptionist for other government operations.
 - ix. Public disclosure requests.
 - x. Tactical dispatch teams.
 - xi. Emergency Operations Center (EOC) support.
 - xii. Other support duties.
10. Organizational Structure.
- a. Recommend a new organizational structure for the recommended optimum consolidated PSAPs. The structure should manage the following functions at a minimum.
 - i. Administrative (finance, human resources, administrative support).
 - ii. Management.
 - iii. Supervisory.
 - iv. Operational structure of call handling/dispatch of police, fire, and EMS.
 - v. Technical Support.
 - vi. Quality Assurance.
 - vii. Training.
 - viii. Facility Support Needs.
11. Human Resources.
- a. Identify and include recommendations on addressing the following issues.
 - i. Pay scale disparities.
 - ii. Employee benefits packages.
 - iii. Paid time off disparities.
 - iv. Seniority issues.
 - v. Job titles and job descriptions.

- vi. Retirement packages.
- vii. Union contracts.
- viii. Transitional employment issues.

12. Projected Cost Estimates.

- a. Project estimated costs for the recommended optimum consolidated PSAP configuration. Cost estimates shall include the following.
 - i. Personnel costs (salaries and benefits).
 - ii. A comparison of personnel costs at the current 12 PSAPs to the post-consolidation personnel costs.
 - iii. Technological costs, including the components identified in Section 7, Technological Assessment, above, and costs associated with the procurement and maintenance of the required systems. Wherever practical, the use of existing equipment shall be considered.
 - iv. A comparison of technological maintenance costs at the current 12 PSAPs to the post-consolidation technological maintenance costs.
 - v. A comparison of facilities costs at the current 12 PSAPs to the costs of the recommended facilities in Section 6, Facility Assessment, above.
 - vi. Identification of one-time project costs, to include employee training, hiring, and professional service fees.
 - vii. A comparison of the ten (10) and twenty (20) -year projection of operational costs of the current 12 PSAPs compared to the recommended optimum consolidated PSAP configuration that will identify whether any cost savings are achievable.
 - viii. Identify the costs of three (3) to four (4) case studies of other areas that have consolidated PSAPs.

13. Funding Mechanisms.

- a. Besides the funding from the 911 excise taxes, identify various other funding mechanisms available, including debt issuance, to fund the recommended optimum consolidated PSAP configuration. The funding mechanisms that are identified must be allowable under current Washington laws and rules. Existing outstanding debts at the current 12 PSAPs should be taken into consideration.

14. Status Reports.

- a. The vendor shall provide a minimum of three (3) written status reports, and shall orally present the status reports to the E-911 Program Office and the PSAP Consolidation Steering Committee. The status reports should be specified in the project plan in Section 17.a.v.
- b. In addition, the vendor shall provide an email status report to the E-911 Program Office every two (2) weeks throughout the study, specifying work completed and identifying any problems that are impeding progress on the assessment.

15. Final Report.

- a. The vendor shall produce a formal written report and shall give an on-site oral presentation of the report to the E-911 Program Office, the PSAP Consolidation Steering Committee, and other interested parties. The presentation will be recorded by King County.
- b. The formal written report shall include an Executive Summary and written documentation of all of the elements specified in Part C, Scope of Work, Section 1 - 13.

- c. Three (3) originals and one (1) electronic copy of the formal written report shall be provided to the E-911 Program Office.

16. Time Frame.

It is anticipated that a vendor will be selected and the contract will be signed by March 31, 2012. The vendor must complete the tasks identified in Part C, Scope of Work, within nine (9) months of the effective date of the contract.

17. Mandatory Requirements.

- a. The proposal must include the following components.
 - i. *Cover Letter*. A signed letter stating the full name and address of the firm, a brief statement of the proposer's understanding of the work to be done, a statement why the firm believes itself to be best qualified to perform the work, and the name, address, telephone number, and email of the person with the primary responsibility for developing the proposal and to whom questions can be directed.
 - ii. *Organizational Capabilities*. Provide an overview of the firm, the organizational structure, the names of the principals, officers, and directors of the firm, and the kinds of consultant services projects the firm has completed.
 - iii. *Staff Qualifications*. Proposals shall identify each member of the firm's staff who would be assigned to work on this assessment and the role they would perform. A resume stating the background and qualifications of each individual named should be included in this section. Particular attention shall be given to the individual named as the project coordinator.
 - iv. *Experience/References*. Proposals shall include a description of the firm's experience in handling projects similar in character or scope to this project. A list of references of similar projects from at least five (5) different projects, including the customer name, address, project value, telephone number, email, and contact person shall be included in the proposal. The County will contact the references listed to determine the quality of work performed and personnel assigned to the project. The results will be provided to the proposal evaluators to be used in scoring the proposals.
 - v. *Project Plan*. Provide a proposed project plan, including a project schedule, for the assessment. The proposer must identify all assumptions and constraints on which the project plan is based, and shall include an estimate of total hours for the project.
 - vi. *Response to Requirements*. The following requirements shall be addressed in the project plan:
 - a) Provide an explanation of the proposer's understanding of the tasks believed to be necessary to accomplish the objectives outlined in Section III, Scope of Work.
 - b) Describe the intended methodology and overall approach to be used for this project.
 - c) Demonstrate a working knowledge of regional 911 systems with multiple PSAPs, including single-agency PSAPs and large, consolidated multi-agency PSAPs.
 - d) Demonstrate the firm's experience with PSAP consolidation assessments involving multiple PSAPs.
 - vii. *Examples of Assessment Reports*. Proposals shall provide two (2) examples of reports from prior PSAP consolidation assessments conducted in the past five years.

- viii. *Statement of lessons learned on previous assessments.* Proposer shall assess their execution of prior PSAP consolidation assessments and identify areas where improvements were indicated.
- ix. *Cost Proposal.* The cost proposal must be submitted as a lump sum amount. The amount shall include any and all professional fees and incidental expenses.

18. Minimum Qualifications of Proposer.

The experience and qualifications of the selected firm are crucial elements to the success of this project. The proposed firm should have an established record in public safety communications with specific experience in consolidations of PSAPs similar to those in King County. No firm will be considered which does not meet all of the following minimum criteria:

- a. Proposer has conducted at least three (3) PSAP consolidation assessments involving the combining of more than two (2) police/fire/EMS PSAPs within a regional E-911 system.
- b. Proposer has documented expertise in the public safety communications field of at least five (5) years.
- c. Proposer has documented and demonstrated the financial capability to perform the specified work.
- d. Proposer has demonstrated the capability of completing similar projects within schedule.

19. Evaluation Process.

- a. Accepted proposals from proposers that meet the minimum qualifications specified in Section VI above and whose proposals meet the mandatory requirements specified in Section V above will be reviewed by a Proposal Evaluation Committee and scored against the following criteria:

Proposal Scoring Criteria	Points
1. Methodology and Overall Approach to the Project.	10
2. Qualifications of Firm and Staff.	10
3. Experience.	10
4. Project Plan.	10
5. Response to Scope of Work.	20
6. Example Reports.	5
7. Cost.	15
8. References.	10
9. SCS Certification and Participation (See Part D below)	10
TOTAL SCORE	100

- b. The firms with the three (3) highest scoring proposals will be invited to do a presentation of their proposal and an interview. The County may require the presentation/interview to be in person or by teleconference. The presentation/ interview will be scored by the Proposal Evaluation Committee against the following criteria:

Presentation/Interview Scoring Criteria	Points
1. Quality of Oral Presentation.	5
2. Quality of Visual Presentation.	5
3. Past experience applicability to this project.	5
4. Ability to clearly answer all questions presented.	5
5. Professionalism of presenter.	5
TOTAL SCORE	25

- c. The final ranking of proposals will be based on the total proposal score plus the presentation/interview score.
- d. The following are the members of the Proposal Evaluation Committee:
 - i. Marlys Davis, E-911 Program Manager, King County E-911 Program Office.
 - ii. PSAP representative from a large, consolidated PSAP.
 - iii. PSAP representative from a small PSAP.
 - iv. Police representative.
 - v. Fire representative.
 - vi. EMS representative.

20. Cost Estimate.

Pricing depends on the size of the assessment, number of PSAPs involved, number of interviews and meetings, on-site time required, and level of detail expected in the report. Based on these factors, a budget is set at \$250,000.

21. Conflict of Interest.

In submitting a proposal, the Proposer certifies that neither the firm nor any of the employees of the firm have had any affiliation with any of the PSAPs in King County within the last five (5) years.

PART D – King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.kingcounty.gov/BDCC.aspx> or contacting the Program office at 206-263-9734.

In the evaluation of submittals, ten (10) points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all submittals that meet at least one of the two following sub-criterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.
2. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their submittal submission:

SCS Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

PART E – Insurance

The selected Consultant shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate (to include Personal Injury/Advertiser's Liability). In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Professional Liability, Errors and Omissions coverage will be required in the amount of \$1,000,000 per occurrence/in the aggregate. Also, Automobile Liability in the amount of \$1,000,000 will be required.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART F - Required Forms

Unless otherwise noted, the following completed forms will be required from the selected contractor *prior to contract award*, but need not be included in their submittal. These forms are available at the following URL: <http://www.kingcounty.gov/operations/procurement/Forms/Consultants.aspx>

Complete and submit when requested.

Consultant Disclosure Form

Equal Benefits Compliance Worksheet and Form

PART G - Submittal Checklist

1. One (1) signed copy of entire RFP package, minus the Sample Contract (pages 1-20 only.)
2. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
3. One (1) unbound copy of proposal response marked "Original."
4. Six (6) copies of proposal response.
5. Two (2) CD-ROM, with either one (1) pdf version of the submittal, one (1) Microsoft Word version of the submittals (2000-2005 edition), or both (please label your CD with your company's name)
6. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately



King County

King County
Procurement and Contract Services Section
Chinook Building, 3rd FL
CNK-ES-0340
401 Fifth Avenue, Seattle, WA 98104

Bid No.: RFP 1909-11CMB

Bid Title: PSAP Consolidated Assessment Of The King County E-911
System

Due Date:

Vendor:

URGENT

URGENT

EXHIBIT A – SAMPLE CONTRACT

The following Sample Contract for Technical Services is provided to inform Submitters of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked Submitter.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the Request submittal.

Services Contract



Department of Executive Services Finance and
Business Operations Division **Procurement and
Contract Services Section**

206-263-9400 TTY Relay: 711

THIS CONTRACT #_____ ("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and _____ (the "Contractor"), whose address is _____. The County is undertaking certain activities related to, _____ and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

- 1. Contract Amendment(s)
- 2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - ☐ Scope of WorkExhibit A
 - ☐ Price Attachment.....Exhibit B
 - ☐ Consultant Disclosure Form (if applicable)..... Exhibit C
 - ☐ Certificate(s) of Insurance and Policy Endorsement Exhibit D
- 3. Request for Proposal (as modified by any addenda)
 - ☐ King County Request for Proposal RFP 1909-11RLD.....Exhibit E
- 4. Contractor's Proposal
 - ☐ _____ ProposalExhibit F
- 5. Other Exhibits and attachments (if applicable)
 - ☐ Other Exhibits..... Exhibit G

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on _____, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract and by subsequent work order in an amount not to exceed \$_____ per year, unless otherwise amended by the County.

COMPANY NAME

Authorized Signature

Name and Title (Print or Type)

Date

Accepted: _____

KING COUNTY

Authorized Signature

Name and Title (Print or Type)

Date

Accepted: _____

Approved as to form only:

King County Prosecuting Attorney

PART A

TERMS AND CONDITIONS

SECTION 1 - Definitions

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day.

KCC: The King County Code.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 - General Provisions

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.5 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.7 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.8 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.9 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.10 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager -	
Seattle, WA	
206-	Phone:
xxxxxx@kingcounty.gov	Fax:
	Email:

SECTION 3 - Legal Relations; Indemnity and Insurance

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: **\$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: **\$1,000,000 Per Claim and in the Aggregate**
3. Automobile Liability: **\$1,000,000** combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: **\$1,000,000**

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor

3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor.

Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

D. Work Site Safety

The Contractor shall have the “right to control” and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor’s compliance with these provisions.

SECTION 4 - Conflicts of Interest and Non-Competitive Practices

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a

- view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 - Records and Audits

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its

officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 - Intellectual Property

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the

County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing. The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as “Confidential”, “Proprietary” or “Business Secret”. The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County’s or the third party’s confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 - Nondiscrimination

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, “equal employment opportunity efforts” shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County’s “Equal Benefits” (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 - Claims and Appeals / Dispute Resolution

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the

determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 - Termination

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.

2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 - Miscellaneous

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.6 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.7 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.8 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

END OF TERMS AND CONDITIONS